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IDAHO PUBLIC
UTILITIES COMMISSION

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MARY S. HOBSON
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January 3, 2003

VIA HAND DELIVERY

VIA EMAIL TO jjewell@puc.state.id.us

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, ID 83720-0074

**Re: Case No. QWE-T-00-20
APPLICATION FOR APPROVAL OF AMENDMENT**

Dear Ms. Jewell:

Enclosed for filing with this Commission on behalf of Qwest Corporation and Cricket Communications, Inc. is an original of the Application for Approval of Amendment. The parties respectfully request that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Very truly yours,

Mary S. Hobson

:blg
Enclosure

Mary S. Hobson (ISB# 2142)
Stoel Rives LLP
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Jorge Rosales
Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121
Telephone: (858) 882-6073

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE JOINT
APPLICATION OF QWEST CORPORATION
AND CRICKET COMMUNICATIONS, INC.
FOR APPROVAL OF A TYPE 2 WIRELESS
INTERCONNECTION AGREEMENT FOR
THE STATE OF IDAHO PURSUANT TO 47
U.S.C. § 252(e)

CASE NO.: QWE-T-00-20

**APPLICATION FOR APPROVAL OF
AMENDMENT**

Qwest Corporation (“Qwest”) and Cricket Communications, Inc. (“Cricket”) hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement (“Amendment”), which was approved by the Idaho Public Utilities Commission on January 26, 2001 (the “Agreement”). A copy of the Amendment is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”).

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier

not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

Cricket and Qwest respectfully submit that this Amendment, which adds terms, conditions and rates for collocation decommission, and, therefore jointly request that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable Cricket to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

Cricket and Qwest further request that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 3rd day of January, 2003.

Qwest Corporation



Mary S. Hobson

Stoel Rives LLP, Attorneys for Qwest

and

Jorge Rosales

Cricket Communications, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of January, 2003, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83720-0074
jjewell@puc.state.id.us

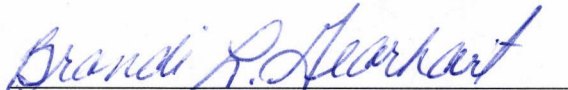
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Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

**Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation and
Crickett Communications, Inc.
For the State of Idaho**

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and Crickett Communications, Inc. ("Wireless Service Provider ("WSP")). WSP and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, WSP and Qwest entered into the aforementioned Agreement ("Agreement") which was approved by the appropriate state Commission ("Commission"); and

WHEREAS, WSP and Qwest desire to amend the Agreement to provide terms for Collocations; and

WHEREAS, The Agreement may be amended in accordance with the provisions of Section (A)3.26.

NOW THEREFORE, WSP and Qwest agree as follows:

The following terms and conditions are added for the provision of Collocation:

COLLOCATION

Definitions

"Collocation – Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center where WSP's fiber facility meets Qwest's Fiber Entrance Facility, except where WSP uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to WSP's Collocation Space.

"Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Day" means calendar days unless otherwise specified.

"Demarcation Point" means the point where Qwest owned or controlled facilities cease, and WSP, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Due Date" means the specific date on which the requested service is to be available to the WSP or to WSP's End User Customer, as applicable.

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to WSP to confirm that the WSP Local Service Order (LSR) has been received and has been successfully processed.

The FOC confirms the schedule of dates committed to by Qwest the Provisioning of the service requested.

"Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that WSP shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

"Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with WSP Application and makes functional space available to WSP. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between WSP and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving WSP) and APOT/CFA are complete, telephone service, and other services and facilities ordered by WSP for Provisioning by the RFS date.

"Technically Feasible." Interconnection, access to Unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Unbundled Network Element" is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated to provide unbundled access, or for which unbundled access is provided under this Agreement.

"UNE Combination" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in Qwest's network, as required by the FCC, the Commission or this Agreement.

"Virtual Collocation" shall have the meaning set forth in Sections 2.1.1.1 and 2.2.2.1.

1. Insurance

1.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of

a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 1.1, to the extent its affiliated Party fails to meet such obligations.

1.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each accident.

1.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the Premises, including coverage for independent contractor's protection (required if any work will be subcontracted), Premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

1.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

1.1.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

1.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of WSP personal property situated on or within the premises.

1.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

2. - COLLOCATION

2.1 Description

2.1.1 Collocation allows for the placing of equipment by WSP at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to WSP of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by WSP of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows WSP to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. This Amendment only addresses Virtual Collocation. Other Collocation types are also available through another amendment or through the BFR process. In addition, where Qwest may offer a new form of Collocation, WSP may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered

by the state Commission or any other competent authority.

2.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires WSP to purchase and deliver to Qwest WSP own equipment for Qwest to install, repair, and maintain in Qwest's Premises. WSP does not have physical access to its virtually collocated equipment in the Qwest Premises.

2.2 Terms and Conditions

2.2.1 Terms and Conditions

2.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and state laws.

2.2.1.2 Collocation of Switching Equipment. WSP may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

2.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

2.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, WSP must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Once WSP establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

2.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Local Exchange Service.

2.2.1.2.4 Except as provided for in Sections 2.2.1.2.1 through 2.2.1.2.3 above, WSP may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

2.2.1.3 WSP must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to WSP-provided cross-connection device.

2.2.1.4 Demarcation Points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where Qwest shall terminate its Unbundled Network Elements and ancillary services for access by WSP. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to WSP. WSP shall specify its choice of standard Demarcation Points

for its access to UNE and ancillary services. One available Demarcation Point is at WSP-provided Cross Connection equipment in WSP's Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by WSP and Qwest. To the extent WSP selects a Demarcation Point outside of its collocated space, WSP shall provide and Qwest shall install the tie cables from WSP's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at WSP's expense.

2.2.1.5 Qwest will provide a connection between Unbundled Network Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). The Demarcation Point shall be:

- a) at WSP-provided cross-connection equipment located in WSP's Virtual space; or
- b) if WSP elects to use an ICDF in association with Virtual Collocation, at the ICDF;
- c) at a direct connection point of termination as described in Section 2.3.1.11.2; or
- d) at another Demarcation Point mutually-agreed to by the Parties.

2.2.1.6 WSP may purchase Qwest's finished Private Line or Switched Access services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

2.2.1.7 For Virtual Collocation, WSP must lease space for the placement of WSP's equipment within Qwest's Premises. Qwest will provide the structure that is necessary in support of Collocation including physical space, , required cabling between equipment and other associated hardware.

2.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on WSP that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

2.2.1.9 Space Availability Report -- Upon request by WSP, Qwest will submit to a requesting WSP within ten (10) calendar Days of WSP's request, a report for each requested Premises, that includes:

- a) Available Collocation space in a particular Qwest Premises;
- b) Number of collocators;
- c) Any modifications in the use of the space since the last report;
- d) Measures that Qwest is taking to make additional space available for Collocation;
- e) Whether sufficient power is available to meet the specific WSP request;

- f) Number of WSPs in queue at the Premises; any;
- g) Whether the Wire Center is equipped with DS3 capability; and
- h) The number and description of Qwest and its Affiliates and WSP reservations of space.

2.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by WSP and shall apply on per Premises basis.

2.2.1.10 Virtual Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of WSP's equipment. WSP

2.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Collocation space. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, Qwest will inform WSPs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all WSPs in queue, Qwest shall notify WSPs of the availability of space in accordance with WSP's position in the queue. WSP must respond within ten (10) calendar Days of receipt of notification from Qwest with a new Collocation Application. If WSP does not provide a Collocation Application within ten (10) calendar Days of receipt of notification, or if WSP responds that it no longer requires the Collocation space, WSP shall be removed from the queue and the available space shall be offered to the next WSP in the queue. If the space made available to a WSP in the queue is not sufficient to meet such WSP's needs, such WSP may deny the space that becomes available and keep its position in the queue.

2.2.1.11 If Qwest denies a request for Virtual Collocation in a Qwest Premises due to space limitations, Qwest shall allow WSP representatives to tour the entire Premises escorted by Qwest personnel within ten (10) calendar Days of WSP's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with WSP during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to WSP. If, after the tour of the Premises, Qwest and WSP disagree about whether space limitations at the Premises make Collocation impractical, Qwest and WSP may present their arguments to the Commission. In addition, if after the fact, it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both Parties agree to a revised date.

2.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, (<http://www.qwest.com/wholesale/notices/collo/spaceAvail.html>) indicating all Premises that are full, and will update this document within ten (10) calendar Days of the date at which a Premises runs out of physical space and will update the document within ten (10) calendar Days of the date that space becomes available. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process: <http://www.qwest.com/wholesale/notices/collo/spaceavail.html>.)

- a) Number of WSPs in queue at the Premises, if any;
- b) Premises that have not been equipped with DS3 capability;

- c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises;

Notwithstanding the foregoing, the Qwest web site will list and update within the ten (10) Day period, all Wire Centers that are full, whether or not there has been a WSP requested Space Availability Report.

2.2.1.14 Reclamation and Reconditioning of Space

2.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

2.2.1.14.1.1 If WSP issues a forecast or reservation for Collocation, Qwest shall use its best judgement to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

2.2.1.14.1.2 If WSP issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in Section 2.4.

2.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet WSP needs for Collocation. If requested by WSP, Qwest will assess the cost of such reconditioning, provide a quote to WSP for the costs, and upon Acceptance of quote by WSP, perform the necessary work to recondition the space. For reconditioned space, WSP is responsible for prorated charges based on the amount of space requested.

2.2.1.15 Cancellation of Collocation Request. WSP may cancel a Collocation request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest account manager. WSP shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received.

2.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to WSP's reservation of Collocation space for WSP's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

2.2.1.17 In addition to the requirements of this Section, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest website at: <http://www.qwest.com/wholesale/pcat/collocation.html>.

2.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to WSP. The access control process includes but is not limited to the requirement that all WSP approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if they are found to be wrongfully inside WSP physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

2.2.1.18.1 Qwest will take all reasonable measures to insure that WSP equipment collocated in Qwest Premises is afforded physical security at Parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with WSP's equipment, Qwest will, at WSP's request, vigorously and thoroughly investigate the situation. WSP shall cooperate in the investigation as requested by Qwest. Qwest will keep WSP apprised of the progress of any investigation, and report any conclusions in a timely manner.

2.2.1.19 Qwest shall provide access to WSP's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) Days per week basis for WSP personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying WSP's employees entry into Qwest Premises. Qwest shall provide WSP with access to other basic facilities, including parking, where available on a first-come, first-served basis.

2.2.1.21 Nothing herein shall be construed to limit WSP's ability to obtain more than one form of Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available and the Parties have agreed to the appropriate contract language.

2.2.1.22 Termination of Collocation Arrangement. WSP may terminate a completed Collocation arrangement by submitting a written request via certified mail to the Qwest account manager. Qwest shall provide WSP a quotation for the costs of removing WSP's collocated equipment and associated cabling and structure, which will be paid by WSP within thirty (30) Days of the removal of the equipment by Qwest.

2.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between WSP's equipment in its collocated spaces to the collocated equipment of another WSP located in the same Qwest Premises. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by WSP in the Application form, including but not limited to, distance limitations of the facilities WSP intends to use for the connection and shall consider any applicable ANSI standards for cable distance limitations. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify WSP of available options. When WSP notifies Qwest of WSP's preferred option, Qwest will proceed with the route design and quote preparation. If WSP elects to have Qwest provide the channel regeneration, the quote will include the applicable charges. WSP shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of WSP's own choosing.

2.2.1.24 Qwest will provide WSP the same connection to the network as Qwest uses for provision of services to Qwest End Users. The direct connection to Qwest's network is provided to WSP through direct use of Qwest's existing Cross Connection network. WSP and Qwest will share the same distributing frames for similar types and

speeds of equipment, were Technically Feasible and space permitting.

2.2.1.25 WSP terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. WSP terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

2.2.1.26 If WSP disagrees with the selection of the Qwest cross-connection frame, WSP may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from WSP's Collocation space to the MDF or COSMIC™ frame.

2.2.1.29 Qwest will provide WSP with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to WSP equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify WSP by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact WSP equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify WSP by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of WSP equipment.

2.2.2 Terms and Conditions - Virtual Collocation

2.2.2.1 Qwest is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and Finished Services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

2.2.2.2 WSP will not have physical access to the virtually collocated equipment in the Qwest Premises. However, WSP will have physical access to the Demarcation Point in the Qwest Premises.

2.2.2.3 WSP will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by WSP and installed in Qwest Premises.

2.2.2.4 WSP shall ensure that upon receipt of WSP's virtually collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at WSP's expense. WSP shall advise the manufacturer and seller of the virtually collocated equipment that WSP's equipment will be possessed, installed and maintained by Qwest.

2.2.2.5 WSP's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. WSP shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of WSP's virtually collocated equipment. Such safety and engineering standards shall apply to WSP equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

2.2.2.6 WSP must specify all software options and associated plug-ins for its virtually collocated equipment.

2.2.2.7 WSP will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of WSP's virtually collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (*i.e.*, expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

2.2.2.8 WSP will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of WSP's virtual collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, WSP shall not be responsible for any costs or charges incurred in the maintenance and/or repair of WSP's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

2.2.4 Transmission Facility Access to Collocation Space

2.2.4.1 For Virtual Collocation, WSP may select from four (4) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or Access Services, 3) Unbundled Network Elements and 4) Microwave Entrance Facilities. Other entrance facility technologies may be requested through the BFR process.

2.2.4.2 Collocation Fiber Entrance Facilities. Qwest offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Virtual Collocation. Fiber Entrance Facilities provide the connectivity between WSP's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where WSP shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

2.2.4.3 WSP is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to WSP's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the WSP equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that WSP fiber will be pulled to WSP Collocation equipment without splices or termination on an FDP.

2.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between WSP's fiber facilities delivered to the C-POI and WSP's Collocation space in increments of 12 fibers. WSP's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber Interconnection cable is placed between WSP's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and WSP's Interconnection cable.

2.2.4.3.2 Cross-Connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between WSP's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center.

WSP's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual Collocation and multiple WSP locations in the office.

2.2.4.3.3 Express Fiber Entrance Facility – Qwest will place WSP-provided fiber cable from the C-POI directly to WSP's Collocation equipment. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If WSP provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one (1) conduit with two (2) unused innerducts (one (1) for emergency restoral and one (1) for a shared entrance cable).

2.2.4.4 Qwest will designate the location of the C-POI for Virtual Collocation arrangements.

2.2.4.5 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of the Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

2.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and WSP, at which the fiber optic cable carrying WSP's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two (2) such Interconnection points at each Qwest Wire Center when at least two (2) entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires the construction of a new Collocation entrance facility for its own use, then the needs of WSP will also be taken into consideration.

2.2.4.7 As an alternative to the Fiber Entrance Facilities described above, WSP may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services.

2.2.4.8 As an alternative to the Fiber Entrance Facilities described above, WSP may purchase unbundled dedicated interoffice transport.

2.2.4.9 Microwave Entrance Facilities. Qwest offers Microwave Entrance Facilities, on Premises owned or controlled by Qwest, to access WSP transmission equipment collocated on or inside the Qwest Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. WSP may place its microwave antenna on a Qwest owned or controlled existing tower, building, or supporting structure, where space is available, or WSP may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to Qwest's

2.2.4.9.1 Qwest will jointly coordinate and plan with WSP for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a Qwest Premises. The method of placing WSP microwave equipment shall be mutually agreed upon. Tower or building roof space that allows for unobstructed line-of-sight will be provided by Qwest where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, WSP may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per Port used basis.

2.2.4.9.2 WSP can perform the determination of line-of-sight feasibility or if requested, Qwest will perform the line-of-sight feasibility. WSP will submit a Microwave Entrance Facility Application for each antenna arrangement and each Qwest Premises requested. A site visit will include appropriate Qwest and WSP personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) calendar Days after receipt by Qwest of the WSP's Microwave Entrance Facility Application, unless the WSP requests a later date. If WSP performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to Qwest and Qwest will only bill for an escort fee per site requested. If either Party disputes the technical feasibility, space availability, or other conditions proposed by Qwest, the Parties will promptly petition the Commission for resolution of the dispute.

2.2.4.9.3 If Qwest performs the feasibility analysis, a response will be provided to WSP within thirty (30) calendar Days after the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, WSP will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, Qwest will provide a quote for the Microwave Entrance Facility with the quote for the submitted Collocation Application. If WSP does not submit a Collocation Application for the Premises within thirty (30) Days following the completion of the line-of-sight and structural feasibility analysis or WSP subsequently cancels the Collocation Application, WSP will be billed for the site visit.

2.2.4.9.4 WSP must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain the WSP facilities. If Qwest's assistance is required in order for a WSP to obtain necessary licenses or permits, Qwest will not unreasonably withhold such assistance. WSP will pay all expenses associated with that assistance on a time and materials basis.

2.2.4.9.5 WSP is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. WSP shall provide the cable from the antenna equipment to the building cable entry hatch. However, WSP is not permitted to penetrate the building exterior wall or roof. Qwest will do all building penetration and Qwest will install the coaxial cable or wave-guide/transmission facility from the cable entry hatch to the WSP's Collocation space within the interval, as set forth in Section 2.4, for the type of Collocation requested by WSP. WSP facilities shall not physically, electronically, or inductively interfere with the existing Qwest or other

WSPs' equipment. Each transmitter individually and transmitters collectively, for Qwest, Qwest Affiliates and WSPs, at a given location shall comply with appropriate Federal, State, and Local regulations governing the safe levels of RF radiation.

2.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, WSP shall return the antenna space to its original condition. WSP shall repair any damages caused by removal of its microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If WSP performs the foregoing, Qwest shall impose no charges on WSP for such work. In the event the WSP fails to remove its microwave equipment, WSP shall be liable to Qwest for all reasonable costs of removal, restoration of the property, storage, and transportation to WSP of such microwave equipment incurred by Qwest.

2.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

2.3.1 Rate Elements

2.3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by WSP on the Collocation Order Form. A quote is then developed by Qwest for the work to be performed.

2.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quote in support of Collocation:

2.3.1.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to WSP for its Collocation request.

2.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment for Virtual Collocation. The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel.

2.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to WSP provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

2.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to WSP collocated equipment and is fused at one hundred twenty five percent (125%) of request. Charged on a per ampere basis.

2.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to WSP's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

uses to connect to that specific service. For example, if WSP wants to connect directly from their Collocation equipment to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. WSP will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If WSP chooses a demarcation outside its Collocation equipment, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-Provisioning of the Direct Connection, WSP will receive an Alternate Point of Termination (APOT) form so that they may order Finished Services and UNEs. WSP will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

2.3.1.11.2.2 WSP's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

2.3.1.11.2.3 If WSP wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize WSP's cost, to the extent feasible, Qwest shall consolidate WSP's requirements with the requirements of Qwest and other WSPs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest. Minimum installation requires at least one (1) block for every two (2) outside plant modules. A ½ shelf of block capacity must be reserved for future block space.

2.3.1.11.2.4 Requests for terminations at a DSO, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e. toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and WSP to ensure that the cable is terminated in an existing frame with the service that WSP is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

2.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

2.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. WSP must determine the synchronization requirements for WSP's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

2.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the collocated equipment for Virtual Collocation. It is charged per foot, per A and B feeder.

2.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 2.2.1.9.1.

2.3.1.16 WSP-to-WSP Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

2.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and nonrecurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by Qwest; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

2.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply to Virtual Collocation.

2.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of WSP virtually collocated equipment. WSP is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from WSP. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

2.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of WSP's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per metropolitan service area in which WSP's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require WSP to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) WSP in the same

metropolitan area serves the same virtually collocated equipment, the training costs shall be prorated to each according to the number of WSPs so selecting.

2.3.2.3 Equipment Bay. Provides mounting space for WSP virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf. WSP may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if WSP provides its own equipment bay.

2.3.2.4 Engineering Labor. Provides the planning and engineering of WSP virtually collocated equipment at the time of installation, change or removal.

2.3.2.5 Installation Labor. Provides for the installation, change or removal of WSP virtually collocated equipment.

2.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where WSP provides its own equipment bay. This rate element provides the monthly lease for the space occupied by the WSP-provided equipment bay, including property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding the WSP-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the WSP-provided equipment bay.

2.4 Ordering

2.4.1 Ordering

2.4.1.1 WSP must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to Qwest.

2.4.1.1.1 Nothing in this Agreement shall be construed to preclude a WSP from submitting an order for Collocation prior to WSP's execution of this Amendment. If, however, the Collocation interval is completed before this Amendment becomes effective, the rates, terms, and conditions of this Amendment shall apply to such Collocation.

2.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by WSP, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other Applicable Law. Qwest shall determine the additional time required to comply with WSP's request for Material Changes (Additional Time), and WSP shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation

order. Any nonmaterial changes, modifications, or additional engineering requested by WSP, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

2.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

2.4.1.4 WSP shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by WSP and the Qwest account team. WSP forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Application is made the forecasted type of Collocation is not available, WSP may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

- a) Identification of the Qwest Premises;
- b) Floor space requirements
- c) Power requirements;
- d) Heat dissipation (optional);
- e) Type of Collocation
- f) Intentionally Left Blank.
- g) Entrance Facility Type (e.g., Express Fiber, Private Line);
- h) Type and Quantity of Terminations (optional); and
- i) Month or Quarter during or after which WSP expects to submit its Collocation Application.

2.4.1.4.1 The following terms shall apply to the forecasting process:

- a) WSP forecasts shall be provided as detailed in Section 2.4.1.4;
- b) WSP forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, WSP forecasts other than as allowed and described in subsections and (put in right numbering).

2.4.1.5 WSP shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

- a) Identification of the Qwest Premises;
- b) Floor space requirements;
- c) Power requirements;
- d) Heat Dissipation;
- e) Type of Collocation

f) Collocated equipment and technical equipment specifications (Manufacturer Make, Model No., Functionality i.e., Cross Connect, DLC, DSLAM, Transmission, Switch, etc., Physical Dimensions, Quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Application, how this equipment is necessary for access to UNEs or Interconnection. High level equipment interface or connectivity schematic for equipment that is not on the approved equipment list or has not been used by WSP for a similar purpose before, must also accompany this Application. WSP using approved equipment found at www.qwest.com/wholesale/pcat/collocation.html need not comply with this provision);

g) Entrance Facility Type;

h) Type and Quantity of Terminations;

i) Billing Contact.

2.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Application is not complete, Qwest shall notify WSP of any deficiencies within ten (10) calendar Days after receipt of the Application. Qwest shall provide sufficient detail so that WSP has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, WSP must cure any deficiencies in its Application and resubmit the Application within ten calendar Days after being advised of the deficiencies.

2.4.1.6 Acceptance – After receipt of a Collocation Quote Form from Qwest, WSP shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

2.4.1.7 Collocation Space Reservation – allows WSP to reserve space and identify, to the extent available, infrastructure incidental to that space such as power, HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM, Packet Switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. WSP may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

2.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide the space feasibility within ten (10) calendar Days.

2.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide the space feasibility and a Billing invoice for the non-refundable \$200 Space Reservation Fee within ten (10) calendar Days.

2.4.1.7.2.1 Collocation Space Reservation Acceptance. WSP must submit the \$200 Space Reservation Fee within seven (7) calendar Days of receipt of the Billing invoice. If WSP submits the \$200 Space Reservation Fee between eight (8) and thirty (30) calendar Days of receipt of the Billing invoice, Qwest will honor the reservation upon receipt

of the payment only if Qwest does not receive a competing request for the same space from another WSP. Qwest will not honor reservations if WSP submits the payment more than thirty (30) calendar Days after receipt of the Billing invoice.

2.4.1.7.3 Upon receipt of the \$200 Space Reservation Fee, Qwest will reserve the space on behalf of WSP in accordance with the Application and take necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after receipt of the non-refundable \$200 payment.

2.4.1.7.4 WSP may cancel the reservation at any time during the applicable reservation period. The \$200 Space Reservation Fee is non-refundable. The Space Reservation Fee will be applied against the Collocation construction for the specific Premises. Failure to use the reserved space, in the period specified in the Space Reservation Application based upon Section 2.4.1.7, will result in the forfeiture of the \$200.

2.4.1.8 Collocation Space Option

2.4.1.8.1 WSP, Qwest, and Qwest Affiliates may Option space in Qwest Wire Center Premises in accordance with the terms of this Section for the following equipment and time periods:

- a) Transmission equipment – one (1) year
- b) Circuit switching equipment – three (3) years
- c) Power plants – five (5) years

2.4.1.8.2 Optioned space is offered to WSPs for Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

- a) The Party requesting the Option may specify the amount of space to be Optioned but not a specific location within the Wire Center. WSP may also request space be contiguous to its existing Collocation space.
- b) A requesting WSP may Option one (1) Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be Optioned is: - 4 bays for Virtual Collocation.

2.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of WSP, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Virtual) and the type of equipment (from the categories identified in Section 2.4.1.8.1) for which the option is being sought. WSP must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) calendar Days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

2.4.1.8.4 WSP must electronically submit Acceptance with full payment of

the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar Days of receipt of the quotation. When Qwest takes an Option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the Optioned Space applies. The Option quote expires seven (7) calendar Days after delivery to WSP.

2.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will Option the space on behalf of WSP including the contiguous space requests if available (or itself if appropriate) and the Option time frame will begin. The prioritization of Optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such Option. The Option is limited to space only and does not include other elements required to provision the Collocation.

2.4.1.8.6 In order for an Option request to avoid expiration, WSP must:

- a) Submit a Collocation Application during the Option time frame; or
- b) The Option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar Days prior to the expiration of the term of the existing Option. The priority of a renewed Option is determined by the date WSP accepts the quote from Qwest on WSP's renewal application.

2.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (WSP A is the requesting Party) for a Qwest Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

2.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application. In addition, Qwest will provide WSP A with Option space information that may fulfill the requirements of WSP A's Collocation Application. At WSP A's request, Qwest will initiate the Option Enforcement Notice process by notifying the Option Party or Parties with the most recent space Option(s) that meets the requirements of WSP A's Collocation Application.

2.4.1.8.7.2 The Option Enforcement Notice serves as notification to the Option Party that Qwest is in possession of a valid Collocation Application, and calls for the Option Party to exercise their Right of First Refusal, or relinquish their space Option. The Option Party may exercise its Right of First Refusal by submitting either a Collocation Application as set forth in Section 2.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 2.4.1.7, within ten (10) calendar Days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished (affirmatively by WSP or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once Optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

2.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify WSP if Qwest, its Affiliates or WSPs

require the use of WSP's contiguous space. Upon notification, WSP will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. WSP may choose to terminate the contiguous space Option or continue without the contiguous provision.

2.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars (\$2.00) per square foot per month.

2.4.1.8.8 In the event that the Option Party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 2.4.1.8.7.4 (b) above shall be applied to such Application.

2.4.1.9 The intervals for Virtual Collocation apply to the first five (5) Collocation Applications per WSP per week per state. If six (6) or more Collocation Applications are submitted by WSP in a one-week period in the state, intervals for the Applications in excess of the first five (5) shall be individually negotiated, but in no event shall the Collocation interval exceed one hundred and fifty (150) calendar Days. Qwest shall accept more than five (5) Applications from WSP per week per state.

2.4.2 Ordering - Virtual Collocation

2.4.2.1 Application - Upon receipt of a complete Collocation Application as described in Section 2.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of WSP's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days of receipt of a complete Application.

2.4.2.1.1 If Qwest determines that the Application is not complete, Qwest shall notify WSP of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that WSP has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, WSP must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.

2.4.2.2 Quotation - If Collocation entrance facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar Days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of an Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending WSP's Acceptance of the quoted charges.

2.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 2.4.1.6, space will be reserved and construction by Qwest will begin.

2.4.2.4 Interval The interval for Virtual Collocation shall vary depending upon three (3) factors – 1) whether WSP provides its Acceptance within seven (7) calendar Days receipt of the quotation; 2) whether WSP delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) calendar Days of the receipt of the complete Collocation Application; and 3) whether the Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar Days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

2.4.2.4.1 Applications with Timely Acceptance – If WSP provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of WSP's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If WSP's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of the WSP's equipment.

2.4.2.4.2 Applications with Late Acceptance – If WSP provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of WSP's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If WSP's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of the WSP's equipment. If WSP submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Application shall be resubmitted by WSP.

2.4.2.4.3 Reserved for Future Use.

2.4.2.4.4 Reserved for Future Use.

2.4.2.4.5 Intervals for Major Infrastructure Modifications – An Collocation Application may require Qwest to complete major infrastructure modifications to accommodate WSP's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 2.4.2.4.1 through 2.4.2.4.2 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of WSP's equipment is available at the Qwest Premises no later than fifty three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to WSP as a part of the quotation. WSP may dispute the need for, and the duration of, an extended interval, in which case

Qwest must request a waiver from the Commission to obtain an extended interval.

2.4.2.4.6 Reserved for Future Use.

2.5 Billing

2.5.1 Billing

2.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide WSP a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by WSP and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate WSP transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

2.5.1.2 In the event Qwest has completed all associated construction activities and WSP has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to WSP not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once WSP has completed fiber placement, WSP can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, WSP will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the maintenance and repair process contained herein.

2.5.2 Billing - Virtual Collocation

2.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between WSP and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

2.6 Maintenance and Repair

2.6.1 Virtual Collocation

2.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

2.6.1.2 Installation and maintenance of WSP's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

2.6.1.3 Upon failure of WSP's virtually collocated equipment, Qwest will promptly notify WSP of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. WSP is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. WSP is responsible for

3. UNBUNDLED NETWORK ELEMENTS

3.1 General Terms

3.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated by amendment pursuant to Section (A)1.2 of the original Agreement. WSP and Qwest agree that the UNEs identified in this Section are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request Process, WSP may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by WSP to obtain a UNE subsequently defined by the FCC or the state Commission.

3.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element; second, where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to network elements to itself, Qwest will provide access in a manner that provides WSP with a meaningful opportunity to compete. For the period of time Qwest provides access to WSP to an Unbundled Network Element, WSP shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as Shared Transport). Notwithstanding the foregoing, Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

3.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. WSP will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant the BFR or Special Construction process.

3.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, WSP will not receive an additional FOC, and the order Due Date will not be changed.

3.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises.

3.1.2.1.3 During the normal assignment process, if no available facilities

are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add WSP's request to that engineering job and send WSP a jeopardy notice. Upon completion of the engineering job, Qwest will send WSP another FOC with a new Due Date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat WSP's request as follows:

3.1.2.1.3.1 For UNEs that meet the requirements set forth in this Section, WSP will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. When the engineering job is completed, WSP will receive another FOC identifying a new Due Date when the Loop will be ready for installation. Upon receipt of the second FOC, WSP can request a different Due Date by submitting a SUP to change the Due Date to a later date.

3.1.2.1.3.2 For UNEs that do not meet the requirements in this Section, Qwest will send WSP a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, WSP may submit a request to build UNEs pursuant to Section 3.1.9 of this Agreement.

3.1.2.1.4 Qwest will provide WSP notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds \$100,000 in total cost, the estimated ready for service date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). WSP acknowledges that Qwest does not warrant or guarantee the estimated ready for service dates. WSP also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

3.1.3 Notwithstanding any reference, definition or provision to the contrary, WSP may provide any Technically Feasible data or voice Telecommunications Services allowed by law over any Loop or Loop portion of a UNE Combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do not interfere with "voice band" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Amendment. Any related equipment provided by WSP to deliver Telecommunications Services contemplated by this section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Amendment will mean the low frequency portion of the Loop.

3.1.4 Qwest will provide a connection between Unbundled Network Elements and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to WSP. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. WSP may order regeneration along with an ITP, and the charges listed in Exhibit A will apply. The ITP may be ordered per termination. The Demarcation Point shall be:

- a) at WSP-provided cross-connection equipment located in WSP's Virtual Space or
- b) if WSP elects to use an ICDF in association with Virtual Collocation, at

the ICDF; or

- c) if WSP elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or
- d) at another Central Office Demarcation Point mutually-agreed to by the Parties.

3.1.5 WSP may connect Network Elements in any Technically Feasible manner. Qwest will provide WSP with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide WSP with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by WSP), so that WSP can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to WSP in a manner that allows WSP to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict WSPs use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by WSP) except as Qwest may be expressly permitted or required by Existing Rules.

3.1.6 Qwest provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

3.1.6.1 When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by WSP with other elements provided by Qwest or WSP):

- a) Qwest will perform testing necessary or reasonably requested by WSP, to determine that such UNE is capable of meeting the technical parameters established for each UNE.
- b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. WSP is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by WSP.
- c) Qwest will cooperate with WSP in any Technically Feasible testing necessary or reasonably requested by WSP to assist in determining end-to-end transmission and circuit functionality of such UNE.

3.1.6.2 When elements are provisioned by Qwest in combination:

- a) Qwest will perform testing necessary or reasonably requested by WSP to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.
- b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.
- c) Qwest will cooperate with WSP in any Technically Feasible testing necessary or reasonably requested by WSP to determine end-to-end transmission and circuit functionality of such combination.

3.1.7 Reserved for future use.

3.1.8 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

3.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by WSP. Qwest shall provide advance notice of changes that affect network Interoperability pursuant to applicable FCC rules. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site.

3.1.10 Channel Regeneration Charge. This charge is required when the distance from the Qwest network to the collocated equipment (Virtual Collocation) is of sufficient length to require regeneration. Cable distance limitations are based on the most current version of ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B".

3.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

3.1.12 Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities WSP requests Qwest perform, activities WSP authorizes, or charges that are a result of WSP's actions, such as cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

4. NETWORK SECURITY

4.1 Qwest and WSP share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which WSP may use in the course of work operations. Qwest assumes no liability to WSP, its agents, employees or representatives, if WSP uses a Qwest ladder available in the Wire Center.

4.2 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

4.3 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

4.4 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

4.5 Qwest will allow WSP to inspect or observe spaces which house or contain WSP equipment or equipment enclosures at any time and to furnish WSP with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured WSP space, in a manner consistent with that used by Qwest.

4.6 Qwest will limit the keys used in its keying system or enclosed collocated spaces which contain or house WSP equipment or equipment enclosures to its employees and representatives to emergency access only. WSP shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

4.7 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of WSP to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

4.8 WSP will train its employees, agents and vendors on Qwest security policies and guidelines.

4.9 When working on Qwest ICDF Frames or in Qwest's common or WSP equipment line-ups, Qwest and WSP employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

4.10 WSP shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, WSP shall call 911 and 1-888- 879-7328.

4.11 Qwest and WSP employees, agents and vendors will display the identification/access card above the waist and visible at all times.

4.12 Qwest and WSP shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

4.13 Qwest and WSP employees, agents and vendors will secure and lock all doors and gates.

4.14 WSP will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

4.15 Qwest and WSP employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

4.16 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting WSP employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) calendar Days of a WSP violation of this provision to WSP prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. WSP will have five (5) calendar Days to remedy any such violation for which it has received notice from Qwest. In the event that WSP fails to remedy any such violation of which it has received notice within such five (5) calendar Days following receipt of such notice, WSP shall be denied unescorted access to the affected Premises. In the event WSP disputes any action Qwest seeks to take or has

taken pursuant to this provision, WSP may pursue immediate resolution by expedited Dispute Resolution.

4.17 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

4.18 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

4.19 Except as otherwise provided in this SGAT, WSP's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 4. shall prevent WSP, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

4.20 Qwest employees may request WSP's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. WSP employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, WSP equipment or WSP services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) calendar Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

4.21 Qwest is not liable for any damage, theft or personal injury resulting from WSP's employees, agents or vendors parking in a Qwest parking area.

4.22 WSP's employees, agents or vendors outside the designated WSP access area, or without proper identification will be asked to vacate the Premises and Qwest security may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to WSP and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. WSP will have five (5) calendar Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event WSP disputes any action Qwest seeks to take or has taken pursuant to this provision, WSP may pursue immediate resolution by expedited or other Dispute Resolution.

4.23 Building related problems may be referred to the Qwest Work Environment Centers:

4.24 WSP will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. WSP and Qwest will meet to review applications and security requirements.

4.25 WSP employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to WSP's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

4.26 WSP will collect identification/access cards for any employees, agents or vendors no longer working on behalf of WSP and forward them to Qwest Security. If cards or keys cannot be collected, WSP will immediately notify Qwest at 800-210-8169.

4.27 WSP will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) days a week, twenty-four (24) hours a day.

4.28 Qwest and WSP employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for WSP access. Normal business hours are 7:00 a.m. to 5:00 p.m.

4.29 WSP will notify Qwest if WSP has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

4.30 WSP will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to WSP's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

4.31 Revenue Protection. Qwest shall make available to WSP all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

4.31.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

4.31.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

4.31.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

4.31.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by WSP, those costs will be borne by WSP.

4.31.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

4.31.6 If Qwest becomes aware of potential fraud with respect to WSP's accounts, Qwest will promptly inform WSP and, at the direction of WSP, take reasonable action to mitigate the fraud where such action is possible.

5. AMENDMENTS; WAIVERS

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. ENTIRE AGREEMENT

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Signature Page Follows

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EXHIBIT A

8.0 Collocation					
8.1 All Collocation					
8.1.1	Quote Preparation Fee			\$2,125.92	9
	Quote Preparation Fee- Augment			\$1,443.54	5
8.1.2	Entrance Facility, per Fiber		\$1.93	\$1,524.99	
8.1.3	Cable Splicing				
	Fiber - Per Set-Up			\$464.72	
	Per Fiber Spliced			\$37.15	
8.1.4	-48 Volt DC Power Usage, per Ampere, per Month				
	Power Plant- Less than 60 amps		\$10.98		1
	Power Plant- Equal to or Greater Than 60 amps		\$8.56		1
	Power Usage 60 Amps or Less, per Amp		\$2.76		1
	Power Usage More Than 60 Amps, per Amp		\$5.52		1
8.1.5	-48 Volt DC Power Cable, per Foot, Per A and B Feeder				
	20 Amp Feed		\$0.20	\$68.73	
	40 Amp Feed		\$0.27	\$93.20	
	60 Amp Feed		\$0.29	\$104.97	
	100 Amp Feed		\$0.22	\$140.90	1
	200 Amp Feed		\$0.33	\$220.71	1
	300 Amp Feed		\$0.49	\$304.81	1
	400 Amp Feed		\$0.63	\$394.21	1
8.1.6	AC Power Feed				
	AC Power Feed – per Amp, per Month				
	120 V		\$19.52		1
	208 V, Single Phase		\$33.83		1
	208 V, Three Phase		\$58.53		1
	240 V, Single Phase		\$39.04		1
	240 V, Three Phase		\$67.54		1
	480 V, Three Phase		\$135.08		1
	AC Power Feed – per Foot, per Month				
	20 Amp, Single Phase		\$0.0120	\$8.34	1
	20 Amp, Three Phase		\$0.0148	\$10.34	1
	30 Amp, Single Phase		\$0.0129	\$8.99	1
	30 Amp, Three Phase		\$0.0177	\$12.35	1
	40 Amp, Single Phase		\$0.0152	\$10.57	1
	40 Amp, Three Phase		\$0.0209	\$14.55	1
	50 Amp, Single Phase		\$0.0180	\$12.54	1
	50 Amp, Three Phase		\$0.0251	\$17.51	1
	60 Amp, Single Phase		\$0.0204	\$14.18	1
	60 Amp, Three Phase		\$0.0289	\$20.15	1
	100 Amp, Single Phase		\$0.0252	\$17.56	1
	100 Amp, Three Phase		\$0.0394	\$27.41	1
8.1.7	Inspector Labor, per Half Hour				

		Regular Hour Rate			\$27.17	
		After Hours Rate, minimum 3 hours			\$35.31	
	8.1.8	Channel Regeneration				
		DS1 Regeneration		\$12.92	\$323.45	
		DS3 Regeneration		\$84.69	\$325.10	
	8.1.9	Collocation Terminations				
		DS0 Cable Placement, Per 100 Pair Block, or		\$0.4706	\$215.96	1
		DS0 Cable Placement, Per Termination		\$0.0088	\$4.05	1
		DS0 Cable Per 100 Pair Block, or		\$0.7447	\$341.70	1
		DS0 Cable, Per Termination		\$0.0102	\$4.68	1
		DS0 Blocks, Per 100 Pair Block, or		\$1.2150	\$592.63	1
		DS0 Blocks, Per Termination		\$0.0177	\$8.12	1
		DS0 Block Placement, Per 100 Pair Block, or		\$0.4927	\$226.10	1
		DS0 Block Placement, Per Termination		\$0.0067	\$3.10	1
		DS1 Cable Placement, Per 28 DS1 Block, or		\$0.5400	\$376.19	1
		DS1 Cable Placement, Per Termination		\$0.0581	\$40.45	1
		DS1 Cable Per 28 DS1 Block, or		\$0.5663	\$394.48	1
		DS1 Cable, Per Termination		\$0.0609	\$42.42	1
		DS1 Blocks, Per 28 Block, or		\$0.6427	\$447.74	1
		DS1 Blocks, Per Termination		\$0.0773	\$53.83	1
		DS1 Block Placement, Per 28 DS1Block, or		\$0.1104	\$76.90	1
		DS1 Block Placement, Per Termination		\$0.0119	\$8.27	1
		DS3 Cable Placement, Per Termination		\$0.2000	\$139.35	1
		DS3 Cable, Per Termination		\$0.3649	\$254.74	1
		DS3 Panel/Connector, Per Termination		\$0.3749	\$261.15	1
		DS3 Panel / Connector Placement, Per Termination		\$0.0276	\$19.21	1
		OCN Termination				
		OCN Terminations, Per 12 Fibers		\$3.71	\$1,622.40	5
		Cable Racking for OCN Terminations, 1st 12 fibers		\$6.75	\$2,952.53	5
		CONNECTOR - ADDITIONAL CONNECTOR		\$1.01	\$441.16	5
	8.1.10	Security Charge				
		Per employee, per Card		\$0.86		1
		Central Office Security Infrastructure		\$7.00		1
	8.1.11	Composite Clock / Central Office Synchronization				
		Synchronization – Composite Clock, per Port		\$7.44		1
	8.1.12	Space Availability Charge			\$344.05	1

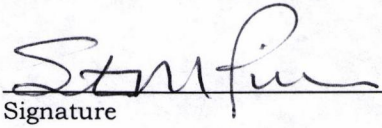
8.1.13	Collocation Space Reservation Fee	The charge will be 25% of the Non-Recurring Fee		
8.1.14	Collocation Space Option Administration Fee		\$1,889.18	1
8.1.15	Collocation Space Option Fee	\$2.00		6
8.2 Virtual Collocation				
8.2.1	Maintenance Labor, per Half Hour			
	Regular Hours Rate		\$24.06	
	After Hours Rate		\$32.01	
8.2.2	Training Labor, per Half Hour			
	Regular Hours Rate		\$24.06	
8.2.3	Equipment Bay -recurring, per shelf	\$7.44		
8.2.4	Engineering Labor, per Half Hour			
	Regular Hours Rate		\$23.47	
	After Hours Rate		\$31.41	
8.2.5	Installation Labor, per Half Hour			
	Regular Hours Rate		\$27.17	
	After Hours Rate		\$35.31	
8.2.6	Floor Space Lease, per square foot			
	Zone 1	\$2.75		
	Zone 2	\$2.26		
	Zone 3	\$2.06		
9.1 Interconnection Tie Pairs (ITP) – Per Termination				
9.1.1	DS0 2-wire	\$0.40		1
9.1.2	DS0 4-wire	\$1.67		
9.1.3	DS1 Per each Termination	\$8.29		
9.1.4	DS3 Per each Termination	\$29.03		

NOTES:

*	Unless otherwise indicated, all rates are pursuant to the Qwest and AT&T Interconnection Agreement approved by the Idaho Public Utilities Commission in Docket Number USW-T-96-15, Commission Order Number 27738, effective September 17, 1998.			
#	Denotes voluntary rate reduction.			
##	Additional reduction required to voluntarily reduced rates to reflect the fact that certain sold exchanges had not been removed from the FCC Synthesis Model results.			
[1]	Rates proposed in Cost Docket testimony filed on 6/29/01 & 11/16/2001. (TELRIC)			
[2]	Market-based rates.			
[3]	ICB, Individual Case Basis pricing.			

[4]	The State of Idaho has retained the oversight on these rates. These rates are not under the jurisdiction of the FCC.				
[5]	Rates not addressed in Cost Docket (TELRIC)				
[6]	Regional TELRIC based where required.				
[7]	A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.				
[8]	Rates found in FCC Tariff #1				
[9]	The preliminary engineering and planning costs are included in the caged and cageless space construction charges. These engineering and planning charges are also included in the caged and cageless quote preparation fees. Upon completion of the collocation construction, the quote preparation fee (QPF) will be credited to the final space construction charge for the collocation job. The credit will apply to whichever QPF is applied. This exhibit currently lists multiple QPFs based on what has been proposed on the cost docket and what was approved in the AT&T interconnection agreement. CLEC may choose either QPF at this time.				
[10]	Qwest will not charge for this element until the Commission has an opportunity to review and approve a rate in a cost proceeding.				

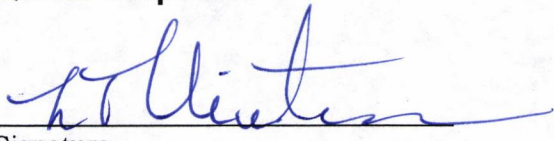
Cricket Communications, Inc.


Signature

Name Steven M. Pierson
Vice President
Engineering/Ops & Launch

Title
Date 10/17/02

Qwest Corporation


Signature

L. T. Christensen
Name

Director - Business Policy
Title

Date 10/31/02